

1 ***** REDACTED VERSION OF EXHIBIT *****

2 **Exhibit 1-K**

3 2020 WMP Plan Post-Filing Support Services

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Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 202201 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C74 (formerly 4400011341 dated 1/17/2018 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	PricewaterhouseCoopers LLP	Total Number of Pages: 9
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Contractor's Address:	300 Madison Avenue New York, NY 10017
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Project Name:	2020 Wildfire Mitigation Plan Post-Filing and Discovery Support
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Job Location:	77 Beale St.
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WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

1. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Attachment 1: PwC SOW, pages 3-9

CWA TERM: This CWA is effective upon signature by both parties and expires on June 01, 2020. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of June 01, 2020.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: Total not to exceed \$1,140,000

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	Rafael Soto Amaro	Signature	Meera Banerjee
Name	Rafael Soto Amaro	Name	Meera Banerjee
Title	Sourcing Manager	Title	Partner
Date	2/7/2020	Date	02/06/20



Contract Work Authorization

CWA No. 202201
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ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Represent	
Phone	[enter #]	Phone	
Email	[enter Address]	Email	
Accounting Reference	[enter Account # if known or Delete]		
PG&E Work Supervisor:	[REDACTED]	Phone: 4 [REDACTED]	
INVOICE INSTRUCTIONS:	<p>Invoices should be uploaded to Collaborati. Any questions should be emailed to GenlCnslLawPaymentProcessingGroup@pge.com.</p> <p>Send ORIGINAL Invoice to: Invoices should be uploaded to Collaborati. Any questions should be emailed to GenlCnslLawPaymentProcessingGroup@pge.com.</p> <p>Send COPY of Invoice to: [Name] [Street Address/Mail Code] [City, State Zip Code]</p>		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.		<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor		<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver		<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.		<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director		<input type="checkbox"/> Law



Exhibit 1:
STATEMENT OF WORK
Pursuant to
MASTER SERVICES AGREEMENT

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail. Notwithstanding the termination or expiration of the MSA during the Services described in this SOW, this CWA shall remain in full force and effect in accordance with its terms, including the terms and conditions of the MSA which are incorporated herein by reference.

I. PURPOSE AND SCOPE

Our Understanding:

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, Deliverables, timing, staffing, and fees for this project.

II. PARTIES' RESPONSIBILITIES

2.0 PG&E Responsibilities

PG&E will maintain ownership and accountability of all Deliverables related to the development, documentation, and execution of the Wildfire Mitigation Plan. These include but are not limited to:

- Strategy and mitigations
- Standards and/or procedures
- Process documentation
- Controls documentation
- Performance metrics and/or governance documentation
- Cost and resource estimates including supporting working documents
- Risk ranking prioritization and methodology
- Implementation and/or work plans



- Data responses

2.1 Services to be provided by PwC:

You are engaging us to provide the following services (the "Services"):

2020 WMP Post-Filing and Discovery Support – Scope of Services	
[REDACTED]	[REDACTED]

Based on prior discussions with PG&E, PwC will not be providing the following services:

- WMP advice, recommendations, risk and/or commitments
- Developing documentation (e.g. standards, processes, data) for PG&E's WMP filing and PG&E's data responses



- Identifying and approving targets and mitigation plans to address PG&E commitments

2.2 Deliverables:

We will provide Deliverables in accordance with the scope of work identified in section 2.1.

The Deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams via a change order.

Completion of Deliverables will be reliant on appropriate and timely access to data and PG&E SMEs. If such items are not provided PwC will escalate to the PG&E Work Supervisor and note in writing which Deliverables may be at risk for timely delivery and/or completion.

This SOW will include the following Deliverables:

2020 WMP Post-Filing and Discovery Support – Deliverables
[REDACTED]

Note, that Deliverable timing may change based on access to data, availability of stakeholder / leadership for working sessions, and/or other externalities. To drive PG&E sustainability and preparation for next year's WMP filing, all deliverables will be transferred to the PG&E Work Supervisor at the completion of the engagement.

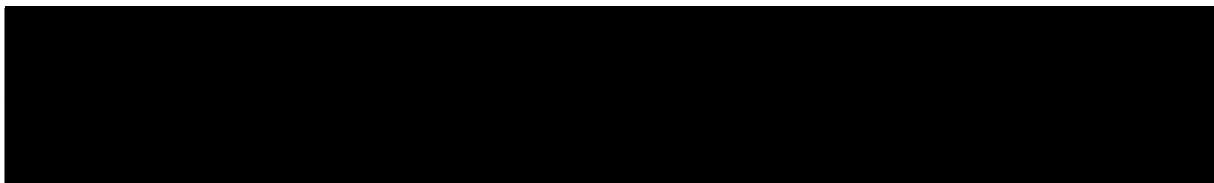


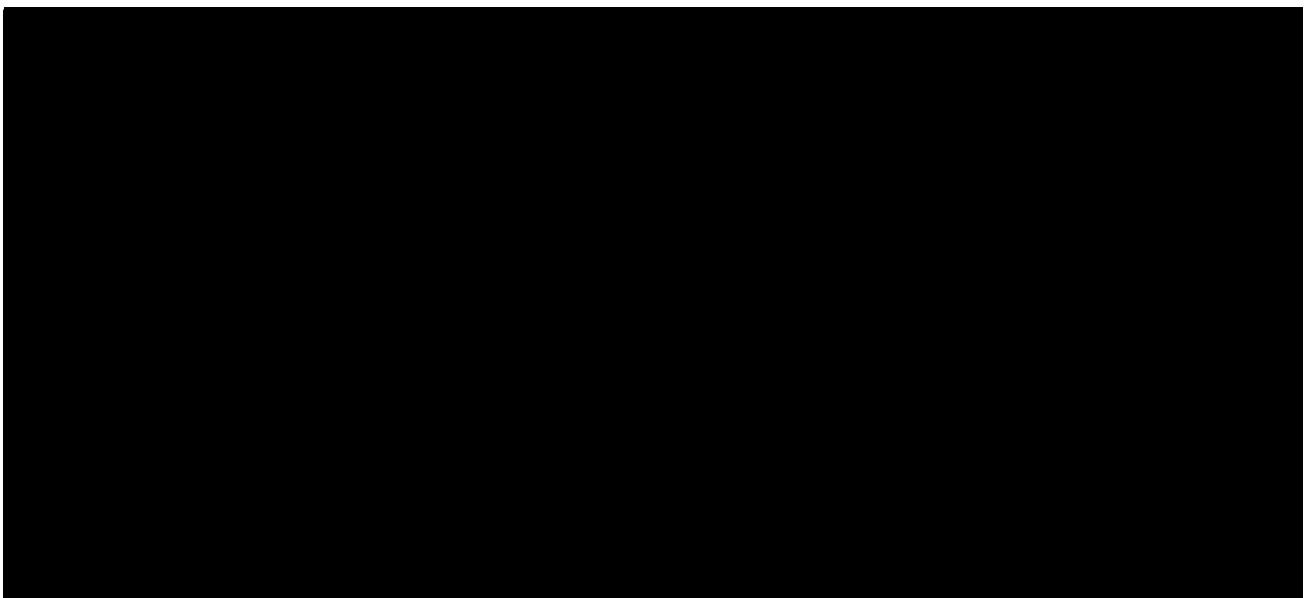
Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to the Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

Key Assumptions

- For estimates and data associated with the scope of work, PwC shall rely on documentation developed and provided by PG&E.
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and schedule impacts due to the Scope Change
- PwC professional fees are based on an assumption of six FTEs for WMP Discovery support, SDR, workshops and commitment tracking through April 10, 2020. PwC professional fees assume a reduced team of three FTEs for mid-April and May post-discovery.

2.3 Proposed Team Structure





The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

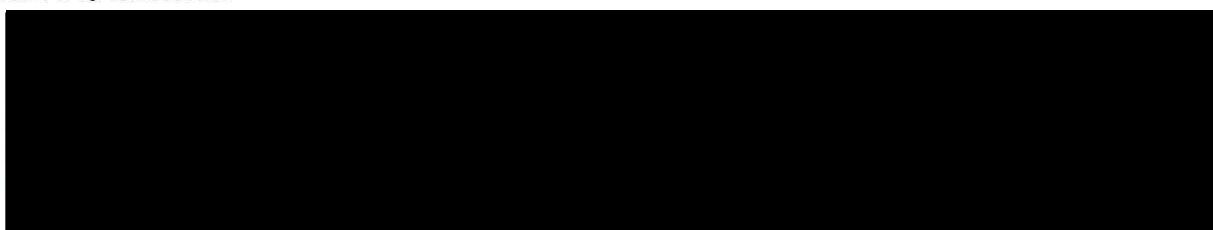
2.4 Timing

The timing of the Services is as follows:

Proposed Project Start Date: February 10, 2020

Estimated Project Completion Date: May 29, 2020

2.5 Your Responsibilities



PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related Deliverables.

III FEES, EXPENSES AND PAYMENT

62-4229 CWA (9/26/18)

Sourcing

**Professional Fees, Expenses and Payment Terms:**

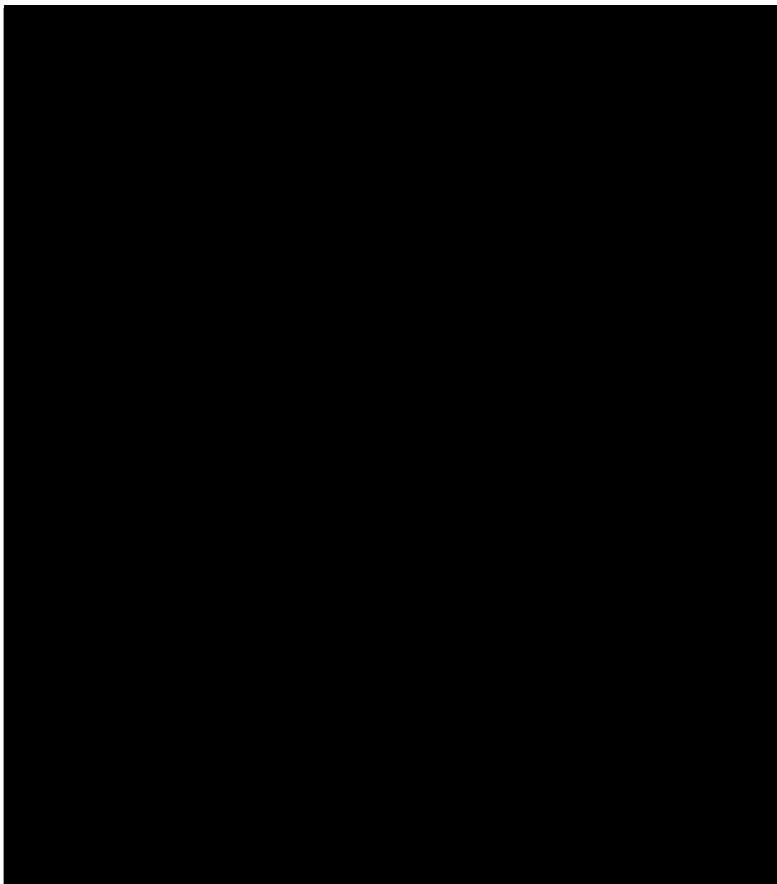
- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement.
- Professional fees for the scope of work described above amounts are a fixed amount of \$1,035,000.
- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed ten percent (10%) of labor fees estimated; This has been discussed and agreed upon with PG&E.
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$1,140,000
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

Other Terms:

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request



PG&E and Consultant Work Supervisor Name, Number, and Email Address



Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA. Work will be coordinated through the PG&E work supervisor or designees.

Other Items

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.